# UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

v.

THOMAS SOLVENT COMPANY, et al.,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff,

v.

GENERAL FOODS CORPORATION,

et al.,

Defendants.

GRAND TRUNK WESTERN RAILROAD COMPANY,

Plaintiff,

v.

ACME BELT RECOATING, INC.,

et al.,

Defendants.

Civil No. K86-167 CA8

Hon. Robert Holmes Bell

10-1-93

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Civil No. 1:90 CV 397

Hon. Robert Holmes Bell

Civil No. 4:87-CV-364

Hon. Robert Holmes Bel'

PARTIAL CONSENT DECREE

## I. BACKGROUND

WHEREAS Plaintiff, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a Complaint on May 28, 1986, under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9607, as amended ("CERCLA"), in <u>United States v. Thomas Solvent Company, et al.</u>, Civil Action No. K86 167 CA8 (W.D. Mich.), against Grand Trunk Western Railroad Company ("Grand Trunk"), among other defendants (the "Thomas Solvent Complaint");

WHEREAS Plaintiff, the United States, on behalf of EPA, filed a Complaint on May 8, 1990, under Section 107 of CERCLA, 42 U.S.C. §9607, in <u>United States v. General Foods Corporation</u>, et al., Civil Action No. 1:90-CV-397 (W.D. Mich.), against seven defendants (the "General Foods Complaint");

WHEREAS Kellogg Corp. and Cello-Foil Products, Inc., two of the seven original defendants, have attempted to resolve the matters alleged against them in the <u>General Foods</u> Complaint under the consent decree lodged in <u>United States v. ABC Industries</u>, et al., Civil Action No. 4:92-CV-163 (W.D. Mich.);

WHEREAS the United States in its Complaints seeks reimbursement of response costs incurred by the United States for response actions taken in connection with the release or threatened release of hazardous substances at the Thomas Solvent Company's

Annex and the Verona Well Field in Battle Creek, Michigan, and a declaration of the Defendants' liability for future response costs;

WHEREAS the United States and the Settling Defendants intend that the payments made under this Decree by the Settling Defendants will resolve the liability of the Settling Defendants for all Federal Response Costs incurred by the United States at the Site through October 31, 1992;

WHEREAS nothing in this Decree alters the admission of liability made by Grand Trunk in its prior partial consent decree with the United States;

WHEREAS, by executing this Decree, the Settling Defendants do not admit to liability for any part of the Site or to the extent of such liability if it does exist.

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without the admission or any adjudication of any issue of fact or law, except as specified herein, and upon the consent and agreement of the parties to this Decree by their attorneys and authorized officials, it is hereby Ordered, Adjudged, and Decreed as follows:

#### II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the Parties to this Decree pursuant to 28 U.S.C. §§1331, 1345, and 42 U.S.C. §§9607, 9613(b). Solely for the purposes of this Decree and its enforcement and the underlying

complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge this Court's jurisdiction to enter and enforce this Decree.

#### III. PARTIES BOUND

2. This Decree is binding upon the United States and the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Decree. Each undersigned representative of a Settling Defendant to this Decree and the Acting Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such party to this document.

#### IV. <u>DEFINITIONS</u>

3. Unless otherwise expressly provided herein, terms used in this Decree that are defined in CERCLA or in federal regulations promulgated under CERCLA shall have the meaning assigned to them in

CERCLA or in such regulations. Whenever terms listed below are used in this Decree, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.

"Decree" shall mean this Consent Decree.

"EPA" shall mean the United States Environmental Protection Agency.

"Federal Response Costs" shall mean all costs for response actions, as described in 42 U.S.C. §9607(a), related to the Site, incurred by the United States on or before October 31, 1992, plus Interest on all such costs, excluding Raymond Road Operable Unit Costs.

"Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund ("Superfund") established under subchapter A of chapter 98 of Title 26 of the U.S. Code, in accordance with 42 U.S.C. §9607(a).

"Parties" shall mean the United States and each of the Settling Defendants.

"Plaintiff" shall mean the United States.

"Raymond Road Operable Unit Costs" shall mean those costs for response actions, as described in Section 107(a) of CERCLA, 42 U.S.C. §9607(a), incurred and to be incurred by any person pursuant to the Raymond Road Operable Unit Record of Decision issued by EPA in August 1985 or relating to any other source control at the Thomas Solvent Company's Raymond Road facility located at 1180 North Raymond Road, Battle Creek, Michigan.

"Settling Defendants" shall mean those defendants identified in Appendix A, and their successors and assigns.

"Site" shall mean, for purposes of this Decree, the Verona Well Field Superfund Site located in the northeast section of the City of Battle Creek, Calhoun County, Michigan, including the "facilities," defined Section 101(9) as in of 42 U.S.C. §9601(9), known as the "Marshalling Yard," the "Annex," "Raymond Road," and the "Verona Well Field," as well as the property and groundwater located between or among the facilities. The Verona Well Field is located on both sides of the Battle Creek River in Section 32 and Section 33, Township 1 South, Range 7 West, Calhoun County, Michigan. The Marshalling Yard is located generally to the east of the Verona Well Field in the Southwest quadrant of Section 33, Township 1 South, Range 7 West, Calhoun County, Michigan. The Annex is located generally adjacent to and

south of Emmett Street and to the west of Raymond Road, in the Northeast quadrant of Section 5, Township 2 South, Range 7 West, Calhoun County, Michigan. Raymond Road is located at 1180 North Raymond Road, Battle Creek, Michigan. The Site, for purposes of this Decree, shall not include the soil and groundwater contamination addressed in the Raymond Road Operable Unit Record of Decision issued in August 1985 by EPA and any other source control at Raymond Road.

# V. REIMBURSEMENT OF RESPONSE COSTS

- 4. Payment of Federal Response Costs to the United States. Settling Defendants shall pay to, and shall be jointly and severally liable for paying, the United States \$5,200,000.00, plus Interest accruing from November 12, 1992.
- 5. Settling Defendants shall be entitled to credit against their liability stated in Paragraph 4, pursuant to this Section, in the following amounts:
- a. An amount equal to the amount of monies, if any, received by the United States under the consent decree lodged in United States v. ABC Industries, et al., Civil Action No. 4:92-CV-163 (W.D. Mich.) ("the ABC consent decree");

- b. An additional \$16,568 as part of settlements reached with BASF Corp., provided that BASF Corp. has paid its settlement amount in the <u>ABC</u> consent decree;
- c. An additional \$55,000 in recognition of the United States' anticipated settlements with Uniroyal Inc. and related entities.
- 6. a. On or before October 1, 1993, Settling Defendants shall pay \$2.235 million into a Court registry account. The Court shall invest this amount in an interest-bearing account. This payment into the registry shall terminate any obligation on the part of the Settling Defendants to pay interest on the \$2.235 million for the period between March 1, 1993 and August 31, 1993 pursuant to Paragraph 4 of the Court's Order of August 31, 1993 and for the period after the account is funded.
- b. If this Consent Decree is not entered or is withdrawn, the monies paid pursuant to Paragraph 6.a. together with the interest that has accrued thereon, shall be returned to Settling Defendants.
- c. If this Consent Decree is entered, these monies together with the interest that has accrued thereon plus Interest on \$2.235 million from November 12, 1992 through March 1, 1993, and from September 1, 1993 through the date the Court registry account

is funded, less the credit arising pursuant to Paragraph 5.c., shall be paid to Plaintiff. Such payment shall be made within thirty (30) days after entry of the Consent Decree. Any excess funds arising because of the application of the Paragraph 5.c. credit shall be returned to Settling Defendants.

- d. If the <u>ABC</u> consent decree is entered and all payments required to be made pursuant to that decree are made, Plaintiff shall notify Settling Defendants of this fact and inform them that no further payments are due from Settling Defendants.
- e. If the <u>ABC</u> consent decree is entered and one or more defendants in that matter do not make the payments they are obligated to make, Plaintiff shall notify Settling Defendants of that fact and of the amount not paid, as such amount is specified in Appendix B to the <u>ABC</u> consent decree. Settling Defendants shall pay that amount plus Interest from November 12, 1992 within thirty (30) days of receipt of Plaintiff's notification in accordance with the procedures specified in Paragraph 7 below.
- f. If the <u>ABC</u> consent decree is not entered or is withdrawn, Plaintiff shall notify Settling Defendants of this fact. Settling Defendants shall pay \$2,965,000, plus interest from November 12, 1992, to Plaintiff within sixty (60) days of receipt of Plaintiff's notification in accordance with the procedures set forth in Paragraph 7, below.

- 7. Any payment other than the initial payment made pursuant to Paragraph 6.a. shall be made by Electronic Funds Transfer ("EFT") or wire transfer to the U.S. Department of Justice Lockbox Bank, referencing CERCLA Number TJB-05-B551 and U.S.A.O. File No. 9000439, in accordance with instructions provided by the United States to the Settling Defendants. Any EFTs received at the U.S. Department of Justice Lockbox Bank after 11:00 a.m. (Eastern Time) will be credited the next business day.
- 8. <u>Interest on Late Payments</u>. If Settling Defendants fail to make any of the payments required under Paragraph 6 when due, Settling Defendants shall pay Interest on the unpaid balance, to be compounded daily. Interest on the unpaid balance due shall accrue from the day after payment is due until the date of payment and shall be paid in the manner set forth in Paragraph 7.

#### VI. COVENANT NOT TO SUE BY UNITED STATES

9. Covenant Not to Sue by the United States. Except as specifically provided in Paragraph 10, the United States covenants not to sue Settling Defendants and Michigan National Bank, the bank sued as a defendant in Grand Trunk Western Railroad v. Acme Belt Recoating, Inc., et al., (Case No. 4:87-CV-364 W.D. Mich.), under Section 107 of CERCLA, 42 U.S.C. §9607, to recover Federal Response Costs incurred by the United States at the Site. This covenant not to sue extends only to the Settling Defendants and Michigan

National Bank and does not extend to any other person. This covenant not to sue shall take effect upon receipt by the United States of all payments, including interest, required by this Decree.

#### 10. Reservation of Rights of the United States.

- a. <u>General</u>. The covenant not to sue set forth in Paragraph 9 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including, but not limited to, the response and enforcement authority of the United States to initiate appropriate action, either judicial or administrative, under Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§9604, 9606, and 9607, or any other provision of law, against Settling Defendants.
- b. <u>Specific reservations</u>. The covenant not to sue set forth in Paragraph 9 above does not apply, <u>inter alia</u>, to the following:
  - (1) claims based upon failure of Settling Defendants to meet the requirements of this Decree;

- (2) claims for damages for injury to, destruction of, or loss of natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. §9601(6), including the reasonable costs of assessing such injury, destruction, or loss;
- (3) claims based upon criminal liability;
- (4) claims for Raymond Road Operable Unit Costs;
- (5) claims for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. §9606;
- (6) claims for costs incurred or to be incurred by the United States in connection with the Site that are not within the definition of Federal Response Costs set forth in Paragraph 3.
- 11. Nothing in this Decree is intended as a covenant not to sue or a release from liability for any person or entity, not a party to this Decree, other than Michigan National Bank.
- 12. Except as expressly set forth in this Decree, the United States expressly reserves all claims, demands, and causes of action, either judicial or administrative, past or future, in law or equity, against any person or entity not a party to this Decree for any matter arising at the Site.

#### VII. COVENANTS BY SETTLING DEFENDANTS

- 13. The Settling Defendants and Michigan National Bank hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to Federal Response Costs, as defined at Paragraph 3, at the Site, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund ("Superfund") (established pursuant to the Internal Revenue Code, 26 U.S.C. §9507) through Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§9606(b)(2), 9611, 9612, 9613, or any other provision of law, or any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, related to Federal Response Costs incurred at the Site. Nothing in this Decree shall be deemed to constitute pre-authorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §9611, or 40 C.F.R. §300.700(d).
- b. Settling Defendants reserve all rights to petition for reimbursement from the Superfund, pursuant to 42 U.S.C. \$9606(b)(2), for their response costs incurred to comply with the unilateral orders dated February 18, 1992 (No. V-W-92-C-138) and May 5, 1992 (No. V-W-92-C-153), and any other order that may hereafter be issued with respect to response actions at the Site.

#### VIII. EFFECT OF SETTLEMENT

- 14. Nothing in this Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Decree, except the treatment accorded to Michigan National Bank in this Decree.
- 15. Nothing in this Decree shall be deemed to limit any authority of the United States under Section 104 of CERCLA, 42 U.S.C. §9604, or the authority of the United States under Section 106 of CERCLA, 42 U.S.C. §9606.
- 16. Nothing in this Decree shall be deemed to alter the effect of any objection made to EPA on behalf of any Settling Defendant in response to the issuance of any EPA Administrative Order relating to the Verona Well Field Site, including but not limited to EPA Administrative Order No. V-W-92-C-138 (February 19, 1992) or No. V-W-92-C-153 (May 5, 1992).
- 17. The parties agree that Federal Response Costs herein excludes \$120,000 of response costs that the United States attributes to the operation of the air stripper at the Site, which costs had been sought in <u>United States v. General Foods Corp.</u> et al., Civil No. 1:90-CV-397, and are now being sought in <u>United States v. Cello-Foil Products</u>, et al., Civil No. 4:92-CV-163. Settling Defendants agree that such costs claim is not extinguished by this Decree and agree that they shall not at any time raise as

a defense any claim that these costs are part of Federal Response Costs herein.

- 18. Upon satisfaction of Settling Defendants' obligations under Section V of this Decree, Settling Defendants and Michigan National Bank are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for all matters addressed in this Consent Decree. "Matters addressed in this Decree," for the purposes of Section 113(f)(2), are Settling Defendants' and Michigan National Bank's liability for Federal Response Costs. "Matters addressed in this Decree" do not include amounts paid by the defendants, other than Grand Trunk Western Railroad, in <u>United States v. Thomas Solvent Company</u>, Civ. No. K86-167 CA8.
- 19. Upon payment to the United States of the amount required under Section V, above, claims for Federal Response Costs, as defined in Paragraph 3 of this Decree, sought in the General Foods Complaint will be dismissed with prejudice as to the Settling Defendants named in that action, and all other costs and claims in the General Foods Complaint will be dismissed without prejudice, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure. The United States reserves the right to initiate a new civil action against any person, including the Settling Defendants, for any claims in the General Foods Complaint that are dismissed without prejudice.

- 20. Upon payment to the United States of the amount required under Section V, above, claims for Federal Response Costs, as defined in Paragraph 3, sought in the <u>Thomas Solvent Complaint will</u> be dismissed with prejudice as to Settling Defendant Grand Trunk Western Railroad named in that action.
- 21. In further consideration of the entry of this Decree, simultaneous with the dismissals referenced in Paragraph 19 of this Decree, the Settling Defendants dismiss with prejudice any counterclaims relating to Federal Response Costs and all response costs incurred by any person at the Site through October 31, 1992, and without prejudice any other counterclaims relating to the Site that they asserted against the United States and any instrumentalities thereof in General Foods, No. 1:90-CV-397. The Parties agree that this dismissal does not affect the rights of the Settling Defendants reserved in Paragraph 13.b.
- 22. This Court shall retain jurisdiction over both the subject matter of this Decree and the Parties for the purpose of enforcing the terms of this Decree.

#### IX. LODGING AND ENTRY

23. This Decree shall be lodged with the Court for a period of at least thirty (30) days for public notice and comment.

24. The United States shall reserve the right (1) to withdraw the proposed Decree only in the event that the comments, views and allegations provided during the public comment period concerning the Decree disclose facts or considerations which indicate that the proposed Decree is inappropriate, improper or inadequate, or (2) to oppose an attempt by any person to intervene in the action. The Settling Defendants reserve whatever rights they may have to argue that the ability of the United States to withdraw from the decree is limited by the Court's Opinion and Order of August 31, 1993.

#### X. RETENTION OF RECORDS

- 25. Until at least 10 years after the entry of this Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any policy, regulation, or law to the contrary.
- 26. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to EPA. Settling Defendants may assert that certain documents, records, and

information are privileged under the attorney-client privilege or any other privilege recognized by federal or state If Settling Defendants assert such a privilege, they shall provide the plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged, unless the claim of privilege applies to the entire document. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only.

27. Each Settling Defendant hereby certifies, individually, that it has not knowingly altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site in <u>Grand Trunk</u> Western Railroad v. Acme Belt Recoating, et al. and that it has fully complied with any and all EPA requests for information

pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e).

#### XI. NOTICES AND SUBMISSIONS

28. Whenever, under the terms of this Decree, written notice is required to be given or a document is required to be sent by one of the Settling Defendants to the United States or from the United States to the Settling Defendants, it shall be directed to the addressees specified below, unless specified otherwise in this Decree.

#### **United States:**

Chief, Environmental Enforcement Section Environment and Natural Resources Division U.S. Department of Justice P.O. Box 7611 Ben Franklin Station Washington, D.C. 20044 Reference DJ No. 90-11-3-626

Director
Waste Management Division
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Office of Regional Counsel CM-3T U.S. EPA - Region 5 77 West Jackson Boulevard Chicago, Illinois 60604

## Settling Defendants:

R. Craig Hupp, Esq.
Bodman, Longley & Dahling
100 Renaissance Center
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Detroit, MI 48243
GRAND TRUNK WESTERN RAILROAD
COMPANY

Timothy A. Vanderver Jr., Esq. Patton, Boggs & Blow 2550 M Street, NW Washington, DC 20037 GENERAL FOODS CORPORATION

Jeffrey M. Karp, Esq.
Swidler & Berlin, Chartered
3000 K Street, N.W.
Suite 300
Washington, D.C. 20007-3851
EMHART INDUSTRIES, INC./BOSTIK
DIVISION

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Timothy C. Russell, Esq.
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1301 K Street, N.W.
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Thomas F. Karaba, Esq. Crowley, Barrett & Karaba, Ltd. Two First National Plaza 20 South Clark Street, Suite 2310 Chicago, IL 60603-1802 THE O'BRIEN CORPORATION

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Dykema Gossett
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(NATIONAL SEAL)
STAUFFER CHEMICAL CO.
(n/k/a RHONE-POULENC
BASIC CHEMICALS CO.)
GENERAL ELECTRIC
JAMES RIVER CORPORATION
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FORD MOTOR COMPANY

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FORD MOTOR COMPANY

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& Dixon
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CLARK EQUIPMENT COMPANY

Mary Beth Cyze, Esq.
Gardner, Carton and Douglas
Quaker Tower
321 N. Clark St., Suite 3400
Chicago, IL 60610-4795
INX INTERNATIONAL INK COMPANY
(f/k/a ACME PRINTING INK
COMPANY)

Steven C. Kohl, Esq.
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Suite 250 - Pinehurst Ofc.
1400 North Woodward Ave.
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FERRO CORPORATION
E.I. DUPONT DE NEMOURS

Reed S. Oslan, Esq. Kirkland & Ellis Suite 6100 200 East Randolph Chicago, IL 60602 MILES, INC.

Daniel P. King, Esq.
Pedersen, Keenan, King,
Wachsberg & Andrzejak
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ACHESON INDUSTRIES, INC.
GENERAL ALUMINUM (CAREFREE
ALUMINUM PRODUCTS)

John Gerald Gleeson, Esq. Howard & Howard Suite 250 - Pinehurst Ofc. 1400 North Woodward Ave. Bloomfield Hills, MI 48304 KYSOR INDUSTRIAL CORPORATION

Christopher R. Schraff, Esq. Porter, Wright, Morris & Arthur 41 South High Street Columbus, OH 43215 KENNEDY MANUFACTURING CO.

Michael B. Ortega, Esq.
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& Stone
444 West Michigan Avenue
Kalamazoo, MI 49007
INTERKAL, INC.

Ronda P. Bayer, Esq. THE VALSPAR CORPORATION Attention: Law Department 1101 South Third Street Minneapolis, MN 55415

Peter L. Winik, Esq.
Latham & Watkins
1001 Pennsylvania Avenue, NW
Suite 1300
Washington, DC 20004
LASCO INDUSTRIES, INC. (n/k/a
BATH FIXTURES CORPORATION) and
PHILIPS INDUSTRIES, INC. (n/k/a
TOMKINS INDUSTRIES, INC.)

## XII. WAIVER OF SERVICE

29. Solely for the purposes of entering into and enforcing this Decree, the Settling Defendants hereby waive service of the Decree in this action, and agree that in lieu of such service, the United States may serve by first class mail a copy of the Decree on the representatives identified in Paragraph 28. Settling Defendants also waive service of any notices of lodging and motions to enter or enforce this Decree, except that service of same shall be made by U.S. mail with postage pre-paid upon the representatives of the Settling Defendants identified in Paragraph 28 of this Decree.

	SO	ORDERED	THIS	DAY	OF	
1993.						

United States District Judge Western District of Michigan

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

FOR THE UNITED STATES OF AMERICA

1/21/<3 DATE

Lois J. Schiffer

Acting Assistant Attorney General Environment and Natural Resources Division

U.S. Department of Justice

Thomas J. Gezon Acting United States Attorney Western District of Michigan

By:

W. Francesca Ferguson

Assistant United States Attorney Western District of Michigan

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

9/29/93

Date

Valdas V. Adamkus

Regional Administrator

U.S. Environmental Protection Agency

Region 5

Roger Grimes

Assistant Regional Counsel CM-3T U.S. Environmental Protection Agency

77 West Jackson Blvd. Chicago, Illinois 60604

(312) 886-6595

matter of United States v. General Foods, et al., No. 1:90-CV-397. FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer) INX International Ink Co.
Name of Settling Defendant 651 Bonnie La. Elk Grove, IL. GOOGT *7-8 981-9399* Telephone Number M. V. Tennis Name of Officer VP/Treasure If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service. Agent for Service Attorney Name Name Address Address Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods, et al.</u>, No. 1:90-CV-397.

FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer) Emhart Industries, Inc./Bostik Division September 29, 1993 Date Name of Settling Defendant 701 East Joppa Road, Towson, MD 21286 Address 410-716-3900 Telephone Number Charles E. Fenton Name of Officer Signature of Officer Vice President

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Title

Agent for Service

Attorney

Jeffrey M. Karp Jeffrey M. Karp, Esquire Name Name Swidler & Berlin 3000 K Street, NW, #300 Washington D.C. 20007 Address Address 202-424-7781

Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)

September 29, 1993

General Foods Corporation

Name of Settling Defendant

3 Lakes Drive, Northfield, IL 60093-2758
Address

(708) 646-2000 Telephone Number

Timothy A. Vanderver, Jr.

Name of Officer

Signature of Officer

Counsel for General Foods Corporation
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Timothy A. Vanderver, Jr.

Name 2550 M Street, N.W. Washington, DC 20037

Address

Attorney

Timothy A. Vanderver, Jr.

Name

2550 M Street, N.W. Washington, DC 20037

Address

(202) 457-6074

Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States v. General Foods, et al., No. 1:90-CV-397. FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer) GRAND TRUNK WESTERN RAILROAD Name of Settling Defendant Date PARK, DETROIT, MI 1333 BREWERY Address *3/3 - 394- 6395* Telephone Number Name of Offiger If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service. Agent for Service Attorney R. CRAIG HUPP Name BODMAN, LONGLEY & DAHLING

Each Settling Defendant shall notify the United States Department of Justice and U.S. EPA of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

Telephone

Address

34 th FLOOR

313 393 7599

Address TROIT, 41 48243

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

9/14/93

FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)

HOOVER GROUP INC. HOOVER UNIVERSAL, A.E. Name of Settling Defendant

2001 WESTSIDE FRUIT. SHITE ICO

ALAMARTTA GA. 30201 Address

404. CC4. 7/96 Telephone Number

RAYMOND JUSAK Name of Officer

Signature of Officer

VP ENVIRONMENT & FACILITIES
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Stuart E. Hunt, Esq.

Sonnenschein Nath & Rosenthal Name

Name

1301 K Street, NW Suite 600 East Tower Address

Washington, DC 20005

Attorney Stuart E. Hunt, Esq.

Sonnenschein Nath & Rosenthal

Name

1301 K Street, NW

Suite 600 East Tower, Washington, DC 20005

Address

(202) 408-6448

Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States v. General Foods, et al., No. 1:90-CV-397.

> FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)

September 15, 1993

Date

Interkal, Inc. Name of Settling Defendant

c/o UIS

600 5th Avenue, New York, NY 10020

(212) 581-7660

Telephone Number

Andrew G. Pietrini

Name of Officer/

Signature of Officer

President of UIS, Inc. as the alleged successor to certain liabilities of

Title "Interkal" and "Vecta"

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Michael B. Ortega, Esq.

Name

Michael B. Ortega, Esq.

Name Miller, Canfield, Paddock and Stone

444 West Michigan Avenue Kalamazoo, MI 49007

Address Address

(616) 381-7030

(616) 382-0244

Telephone

Facsimile

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer) 09/27/93 Kennedy Manufacturing Company Date Name of Settling Defendant 520 East Sycamore Van Wert, Ohio 45891 Address 419 238-2442 Telephone Number Roger K. Thompson Name of Officer Signature of Officer President Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Christopher R. Schraff
Name
41 South High Street
Columbus, Ohio 43215
Address

Name
41 South High Street
Columbus, Ohio 43215

Address

(614) 227-2097

Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)

September 24, 1993

Date

KYSOR INDUSTRIAL CORPORATION

Name of Settling Defendant

One Madison Avenue, Cadillac, MI 49601

Address

616/779-2200

Telephone Number

Richard G. De Boer

Name of Officer

Signature of Officer

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Michael V. Sucaet

Name 1400 N. Woodward Ave., Ste 250 Bloomfield Hills, MI 48304

Address

Attorney

Name Michael V. Sucaet

1400 North Woodward Avenue, Suite 250

Address

Bloomfield Hills, MI 48304

Telephone (313) 645-1483

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States v. General Foods, et al., No. 1:90-CV-397.

> FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)
> Lasco Industries, Inc. (N/K/A Bath Fixtures Corp.)

September 23, 1993

Date

and Philips Industries, Inc. (N/K/A Tomkins Name of Settling Defendant Industries, Inc.

4801 Springfield Street

Dayton, Ohio

Address

513/253-7171

Telephone Number

Malcolm T. Swain

Name of Officer

Signature of Officer

Chief Financial Officer

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

PETER L WINIK

Name LATHAM & WATKINS 1001 PENNSYLVANIA AVE., NW

Address WASHINGTON, DC 20004 PETER L WINIK

Name LATHAM & WATKINS

1001 PENNSYLVANIA AVE., NW

Address WASHINGTON, DC 20004

(202) 637-2200

Telephone

September 20, 1993

Date

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

FOR THE SETTLING DEFENDANT
(Please type or print, except for signature line for Officer)

Miles Inc.

Name of Settling Defendant

1127 Myrtle Street, Elkhart, IN 46514

Address

219/262-7748

Telephone Number

Richard W. Winchell

Name of Officer

Signature of Officer

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Title

Associate Counsel

Agent for Service

(SE) S.OSLAN

Name

KUKIALD & ELLI

200 Emot Vegnalia Alie

Address

Chillipp, IL. 60601

Name Richard W. Winchell
Miles Inc. Law Department

Miles Inc. Law Department 1127 Myrtle Street, Elkhart

1127 Myrtle Street, Elkhart, IN 465

Address

219/262-7748 Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

	FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)
09 14 93 Date	THE O'BRIEN CORPORATION  Name of Settling Defendant
	395 OUSTER POINT BLVD, SUITE 350
	(415) 871 - 606 D Telephone Number
	MARK R. ALLEN Name of Officer
	Mau L. Officer
	Via President and Secretary Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

Thomas F. Karaba	Thomas F. Karaba
Name	Name Crowley Barrett & Karaba, Ltd.
<del></del>	20 S. Clark St., Suite 2310
Address	Address Chicago, IL 60603-1802
	(312) 726-2468
	Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United States v. General Foods</u>, et al., No. 1:90-CV-397.

FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)

September 13, 1993

Date

Address

The Valspar Corporation

Name of Settling Defendant

1101 Third Street South, Minneapolis, MY 55415
Address

612/332-7371

Telephone Number

Name of Officer

Signature of Officer

General Counsel and Corporate Secretary
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Ronda P. Bayer

Senior Counsel - Litigation

Name

The Valspar Corporation

1101 Third Street South, Minneapolis, MN 55415
Address

612/375-7306 Telephone

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of <u>United</u> States v. General Foods, et al., No. 1:90-CV-397.

FOR THE SETTLING DEFENDANT
(Please type or print, except for signature line for Officer)

September 30, 1993

FORD MOTOR COMPANY
Name of Settling Defendant

The American Road, Dearborn, MI 48121

Address

(313) 322-3000

Telephone Number

Thomas DeZure
Name of Officer

Signature of Officer

Assistant Secretary

If different from above, the following is the name and address of Settling Defendant's agent for service and, if Settling Defendant has counsel, the name and address of Settling Defendant's counsel. Gounsel-may-act-as-agent-for-service.

Agent for Service

Attorney

Name

Robert E. Costello Name

728 Parklane Towers East

Address

1 Parklane Blvd., Dearborn, MI 48126-2493
Address

(313) 322-1966 Telephone

	enter into this Consent Decree in the eneral Foods, et al., No. 1:90-CV-397.
	FOR THE SETTLING DEFENDANT (Please type or print, except for signature line for Officer)
9/30/93=	Motor Wheel Corporation
Date	Name of Settling Defendant
	4000 Collins Road Lansing, MI 48910 Address
	(517) 337-5700
	Telephone Number
	Dale R. Martin
	Name of Officer Signature of Officer
	Vice President, Secretary & General Counse
Settling Defendant's agent for	following is the name and address of or service and, if Settling Defendant ress of Settling Defendant's counsel. service.
Agent for Service	Attorney
Name	Name
Address	Address
	Telephone

### EXHIBIT A

## Settling Defendants

Grand Trunk Western Railroad Company General Foods Corporation Emhart Industries, Inc./Bostik Division Hoover Universal, Inc. (AE Division) The O'Brien Corporation Federal-Mogul Corporation (National Seal) Stauffer Chemical Co. (n/k/a Rhone-Poulenc Basic Chemicals Co.) General Electric James River Corporation of Virginia Rieke Corporation Ford Motor Company Clark Equipment Company Inx International Ink Company (f/k/a Acme Printing Ink Company) Ferro Corporation Lasco Industries Inc. (n/k/a Bath Fixtures Corporation) and Philips Industries Inc. (n/k/a Tomkins Industries, Inc.) Motor Wheel Corporation Miles, Inc. Acheson Industries, Inc. E.I. duPont de Nemours Kysor Industrial Corporation General Aluminum (Carefree Alum. Prod.) Kennedy Manufacturing Co. Interkal, Inc. The Valspar Corporation

Michael B. Ortega
Miller, Canfield, Paddock &
Stone
444 West Michigan Avenue
Kalamazoo, MI 49007

Ronda P. Bayer
THE VALSPAR CORPORATION
Attn: Law Department
1101 South Third Street
Minneapolis, MN 55415

Peter L. Winik
Latham & Watkins
1001 Pennsylvania Avenue NW
Suite 1300
Washington, D.C. 2004

FILED

## UNITED STATES OF AMERICA

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION 1-! PM 12: 26

UNITED STATES OF AMERICA.

Plaintiff,

No. 1:90-CV-397

VS.

Hon. Robert Holmes Bell

GENERAL FOODS CORPORATION; et al.

Defendants.

GRAND TRUNK WESTERN RAILROAD CO.,

Plaintiff,

No. 4:87-CV-364

vs.

ACME BELT RECOATING, INC., ET AL.,

Defendants.

# CERTIFICATE OF SERVICE

I hereby certify that a copy of the NOTICE OF LODGING PARTIAL CONSENT DECREE and the proposed PARTIAL CONSENT DECREE were mailed October 1, 1993, to the attached list of parties.

U.S. Attorney's Office 399 Ford Federal Building Grand Rapids, MI 49503

## SERVICE LIST FOR NOTICE OF LODING OF PARTIAL CONSENT DECREE

R. Craig Hupp
Bodman, Longley & Dahling
100 Renaissance Center
34th Floor
Detroit, MI 48243

Timothy A. Vanderver, Jr. Patton, Boggs & Blow 2550 M Street, NW Washington, D.C. 20037

Jeffrey M. Karp Swidler & Berlin, Chartered 3000 K Street, N.W. Suite 300 Washington, D.C. 20007-3851

Stuart E. Hunt Timothy C. Russell Sonnenschein, Nath & Rosenthal 1301 K Street, NW Suite 600, East Tower Washington, D.C. 20005

Thomas F. Karaba Crowley, Barrett & Karaba Two First National Plaza 20 South Clark Street Suite 2310 Chicago, IL 60603-1802

Stephen D. Turner
Dykema Gossett
200 Oldtown Riverfront Bldg.
248 Louis NW
Grand Rapids, MI 49503-0321

Dustin P. Ordway
Dickinson, Wright, Moon,
VanDusen & Freeman
Suite 650
300 Ottawa Avenue, N.W.
Grand Rapids, MI 49503

Neal T. Rountree c/o The Goodyear Tire & Rubber Company 1144 East Market Street Akron, OH 44316-0001 Robert E. Costello Ford Motor Company Environmental Law Office of the General Counsel 728 Parklane Towers East One Parklane Boulevard Dearborn, MI 48126-2493

Thomas Daggett
Wildman, Harrold, Allen
& Dixon
225 W. Wacker Drive, Ste. 3000
Chicago, IL 60606

Mary Beth Cyze
Gardner, Carton & Douglas
Quaker Tower
321 N. Clark Street, Ste. 3400
Chicago, IL 60610-4795

Steven C. Kohl Howard & Howard Suite 250 Pinehurst Office 1400 N. Woodward Avenue Bloomfield Hills, MI 48304

Reed S. Oslan Kirkland & Ellis Suite 6100, 200 East Randolph Chicago, IL 60602

Daniel P. King
Pedersen, Keenan, King
Wachsberg & Andrzejak
30201 Orchard Lake Road
Suite 220
Farmington Hills, MI 483342278

John Gerald Gleeson Howard & Howard Suite 250 Pinehurst Office 1400 N. Woodward Avenue Bloomfield Hills, MI 48304

Christopher R. Schraff
Porter, Wright, Morris &
Arthur
41 South High Street
Columbus, OH 43215